

EXHIBIT C

Prepared by, and after recording, return to:
Vinson & Elkins L.L.P.
Attn: Paul A. Martin
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201

MEMORANDUM OF LEASE

This Memorandum of Lease is executed as of August 25, 2011, between **ING UOC PLANO, L.P.**, a Delaware limited partnership ("**Landlord**"), and **CA, INC.**, a Delaware corporation f/k/a Computer Associates International, Inc. ("**Tenant**").

RECITALS:

- A. Landlord and Tenant are parties to a certain Office Lease Agreement dated June 27, 2000, as amended by Amendment No. 1 dated to be effective as of August 1, 2011.
- B. The parties have entered into this Memorandum of Lease for the purpose of recording this Memorandum among the Real Property Records of New Haven County, Connecticut.

AGREEMENTS:

NOW, THEREFORE, Landlord and Tenant, in consideration of the mutual promises contained in the Lease and herein, the parties agree and acknowledge that the Lease contains, among other things, the following provisions:

1. Name and Address of Landlord:

ING UOC Plano, L.P.
c/o Clarion Partners
601 13th Street, NW, Suite 700N
Washington, DC 20005
Attention: Robert Greer
Telephone: 202.879.9484
Telecopy: 202.393.2025

With a copy to:

ING UOC Plano, L.P.
c/o Clarion Partners
601 13th Street, NW, Suite 700N
Washington, DC 20005
Attention: Asset Manager
Telephone: 202.824.1892
Telecopy: 202.393.2025

With a copy to: ING UOC Plano, L.P.
c/o Cassidy Turley Midwest, Inc.
13727 Noel Road, Suite 150
Dallas, TX 75240
Attention: Deborah Saldivar
Telephone: 972.386.3911
Telecopy: 972.385.0631

With a copy to: Vinson & Elkins L.L.P.
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
Attention: Paul A. Martin
Reference: ING300/16000-CA Inc.

Name and Address of Tenant:

CA, Inc.
One CA Plaza
Islandia, NY 11749
Attention: Lease Administration
Telephone: 631.342.2178
Telecopy: 631.342.6872

With a copy to: CA, Inc.
One CA Plaza
Islandia, NY 11749
Attention: Legal-Real Estate
Telephone: 631.342.2178
Telecopy: 631.342.6872

2. **Description of the Lease.** Office Lease Agreement dated June 27, 2000, as amended by Amendment No. 1 dated to be effective as of August 1, 2011, whose terms and conditions are incorporated herein by this reference.

3. **Description of the Premises.** The Premises consists of the real property described in Exhibit A attached hereto and the building and all other improvements located thereon, all located at 5465 Legacy Drive, Plano, Texas 75024 and commonly known as The Plaza at Legacy.

4. **Term of Lease; Expansion Option.** The period beginning on the Remaining Premises Commencement Date thereof and expiring on March 31, 2022, subject to adjustment and earlier termination as provided in the Lease. Tenant has a right of first refusal on any space on the 5th floor of the Building that becomes available.

5. **Release of Memorandum.** Following the expiration or earlier termination of the Term of the Lease in accordance with the terms thereof, Tenant shall, within five business days after written request from Landlord, execute a release of this Memorandum or such other written

acknowledgment of the expiration or termination of the Lease reasonably acceptable to Landlord and in recordable form.

6. **Construction Liens.** Landlord and Tenant have agreed that all materialmen, contractors, artisans, mechanics, laborers and other parties hereafter contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises shall be notified, and they are hereby notified, that such work is not being performed at Landlord's request, that such work shall not be deemed to be for the immediate use and benefit of Landlord, that they must look solely to Tenant for payment of same and that no mechanic's, materialman's, artisan's, construction or other lien validly attach to the estate of Landlord by reason of Landlord's consent to such work.

7. **Binding Effect; Governing Law.** This Memorandum shall be binding upon Landlord and Tenant and their respective successors and assigns. If any inconsistency exists or arises between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail. This Memorandum shall be governed by the laws of the state in which the Premises are located.

8. **Counterparts.** This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document. To facilitate execution of this Memorandum, the parties may execute and exchange, by telephone facsimile or electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Memorandum to physically form one document.

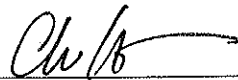
[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

Executed as of the date first above written.

ING UOC PLANO, L.P., a Delaware limited partnership

By: Its Investment Advisor

By: Clarion Partners, LLC, a New York limited liability company, its Authorized Agent

By: 
Name: Charles W. Kemp, Jr.
Authorized Signatory

~~STATE OF TEXAS~~)

) ss

~~COUNTY OF DALLAS~~)

District of Columbia

On this 29th day of August, 2011 personally appeared Charles Kemp, Authorized Signatory of Clarion Partners, LLC, a New York limited liability company and Authorized Agent of ING UOC Plano, L.P., a Delaware limited partnership, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, the free act and deed of said limited liability company, before me.


Notary Public

My Commission Expires: April 30, 2014

ERICA WINGATE-ROBINSON
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires April 30, 2014

[SIGNATURE PAGE TO MEMORANDUM OF LEASE]

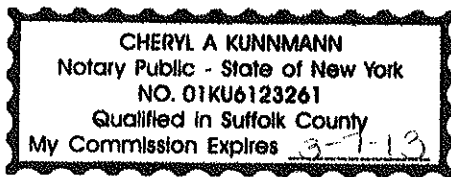
TENANT:

CA, INC., a Delaware corporation

By: [Signature]
Name: Charles Quinn
Title: Vice President, Real Estate

STATE OF New York)
COUNTY OF Suffolk) ss.

On this 25 day of August, 2011 personally appeared Charles Quinn of the CA, Inc., signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed, and the free act and deed of said corporation, before me.



Cheryl A Kunnmann
Notary Public
My Commission Expires: 3/7/13

EXHIBIT A
TO
MEMORANDUM OF LEASE

Property

TRACT 1

Being all of Lots 1 & 2, Block A of COMPUTER ASSOCIATES ADDITION, LOTS 1 AND 2, BLOCK A, an Addition to the City of Plano, Collin County, Texas, according to the Map thereof recorded in Volume N, Page 785, Map Records, Collin County, Texas.

TRACT 2

NON-EXCLUSIVE Easement estate created by that certain Storm Water Drainage Easement executed by Electronic Data Systems Corporation, a Delaware corporation to Texas Corporate Properties III, L.P., filed 09/29/2000, recorded in Volume 4763, Page 2169, Real Property Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

Commencing at a 1 inch iron rod found in the Northwest right-of-way line of Hedgcoxe Road (variable width public right-of-way), said point being the East corner of Lot 2, Block A of COMPUTER ASSOCIATES ADDITION, LOTS 1 AND 2, BLOCK A, an Addition to the City of Plano, Collin County, Texas, according to the Map thereof recorded in Volume N, Page 785, Map Records, Collin County, Texas, same being the South corner of Part of Tract 4A of a tract of land conveyed to West Plano Land Company, LP by deed recorded in Instrument No. 20060920001358250 of the Land Records of Collin County, Texas;

Thence North 39 Degrees 42 Minutes 50 Seconds West, along the Northeast line of said Lot 2, and departing the Northwest right-of-way line of said Hedgcoxe Road, a distance of 392.85 feet to a point for corner, said point being the South corner and POINT OF BEGINNING of herein described tract;

Thence North 39 Degrees 42 Minutes 50 Seconds West, continuing along the Northeast line of said Lot 2, a distance of 46.19 feet to a point for corner, said point being the West corner of herein described tract;

Thence North 80 Degrees 17 Minutes 10 Seconds East, departing the Northeast line of said Lot 2, a distance of 133.54 feet to a point for corner;

Thence South 69 Degrees 27 Minutes 20 Seconds East, a distance of 215.00 feet to a point for corner, said point being the Northeast corner of herein described tract;

Thence South 20 Degrees 32 Minutes 40 Seconds West, a distance of 40.00 feet to a point for corner, said point being the Southeast corner of herein described tract;

Thence North 69 Degrees 27 Minutes 20 Seconds West, a distance of 204.19 feet to a point for corner;

Thence South 80 Degrees 17 Minutes 10 Seconds West, a distance of 99.63 feet to the POINT OF BEGINNING and containing 13,047 square feet or 0.30 acres of land.